

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS

JEAN LARSON,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No.
	)	
WALGREENS CO.,	)	PLAINTIFF DEMANDS
	)	TRIAL BY JURY
	)	
Defendant.	)	

COMPLAINT AND JURY DEMAND

NOW COMES the plaintiff, JEAN LARSON, by and through her attorneys, STRELLIS FIRM, CHARTERED, complaining of the defendant, WALGREENS CO., alleges:

1. The plaintiff, JEAN LARSON, is a citizen and resident of the State of Minnesota living in Dakota County, Minnesota.
2. At all relevant times, WALGREENS BOOTS ALLIANCE, INC., is a Delaware corporation with its principal place of business in Deerfield, Cook County, Illinois within the Northern District of Illinois.
3. At all relevant times, Defendant, WALGREENS CO., is an Illinois corporation with its principal place of business in Deerfield, Cook County, Illinois within the Northern District of Illinois.
4. At all relevant times, WALGREENS BOOTS ALLIANCE, INC., is a holding company that wholly owns the defendant, WALGREENS CO., which operates within the Retail Pharmacy USA segment and operates retail drugstores and pharmacies, including the pharmacy and

drugstore located at 5825 Cahill Avenue, Inver Grove Heights, Minnesota (the “Inver Grove Pharmacy”).

5. Jurisdiction of this Court is invoked pursuant to Title 28 United States Code, Section 1332(a). The matter in controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00).

6. That the defendant, WALGREENS CO., together with its subsidiaries, operates as a retail drugstore chain in the United States providing their customers with access to consumer goods and services, pharmacy, and health and wellness services in communities across the United States of America, including Cook County, Illinois.

7. On and before November 9, 2020, the plaintiff, JEAN LARSON, had a history of pulmonary embolism requiring long-term anticoagulation and was prescribed Warfarin as an outpatient.

8. Prior to November 9, 2020, the plaintiff, JEAN LARSON, was prescribed by her physicians a 90-day supply of Warfarin single oral dose (hereinafter “SOD”) 1MG to be taken pursuant to their orders.

9. On November 9, 2020, the plaintiff, JEAN LARSON, had her 90-day prescription of Warfarin SOD 1MG filled at the defendant’s Inver Grove Pharmacy located at 5825 Cahill Avenue, Inver Grove Heights, Minnesota.

10. On November 9, 2020, the plaintiff, JEAN LARSON, picked up her filled prescription and purchased the medication from the defendant at the Inver Grove Pharmacy.

11. On November 9, 2020, the bottle labeling on the filled prescription, printed and placed upon the bottle by the defendant, stated, “WARFARIN SOD 1MG TABLETS, TAKE 1MG (1

TABLET) BY MOUTH, EVERY SUNDAY, WEDNESDAY; 2MG (2 TABLETS) ALL OTHER DAYS OR AS DIRECTED BY INR CLINIC.”

12. On November 9, 2020, the defendant, WALGREENS CO., by and through their agents and employees, did fill and distribute WARFARIN SOD 5MG TABLETS instead of filling and distributing WARFARIN SOD 1MG TABLETS, the intended dosage of the plaintiff’s physicians and the dosage that was labeled on the bottle provided to the plaintiff at the Inver Grove Pharmacy.

13. That at all relevant times, the defendant, WALGREENS CO., by and through their agents and employees, had a duty to exercise reasonable care acting as a reasonably careful pharmacist and pharmacy, to fill prescriptions accurately and to not distribute dosages of medications that were labeled improperly so as to provide for the safety and well-being of those that would consume medication that was filled at their pharmacy pursuant to physician orders.

14. That at all relevant times, the defendant, WALGREENS CO., by and through their agents and employees, in reckless disregard for the safety of the plaintiff, failed to properly fill, label, and verify for accuracy the proper dosage of “WARFARIN SOD 1MG TABLETS” and instead distributed to the plaintiff WARFARIN SOD 5MG TABLETS in the medication bottle that identified and labeled the dosage as “WARFARIN SOD 1MG TABLETS.”

15. That the defendant, WALGREENS CO., by and through their agents, breached its aforementioned duty in that it negligently and recklessly did or failed to do one or more of the following:

- a. Filled and distributed to the plaintiff a prescription for WARFARIN SOD 1MG TABLETS with WARFARIN SOD 5MG TABLETS.

- b. Failed to take reasonable and adequate precautions in their prescription filling and labeling protocol to correctly fill and label a prescription for WARFARIN SOD 1MG with the intended medication.

16. At all times relevant, after purchasing the Warfarin medication at the Inver Grove Pharmacy from the defendant on November 9, 2020, and having the impression that the labeled dosage of WAFARIN SOD 1MG had been filled properly, not knowing the dosage of each tablet was five times more potent, JEAN LARSON, did consume for an extended period of time, the medication provided and sold to her from the defendant.

17. As a direct and proximate result of the foregoing, JEAN LARSON, then and there, sustained and will continue to sustain permanent injuries, partial disability, and pain - which include hospitalizations, surgeries, and ongoing pulmonary complications resulting from injuries caused by excessive bleeding in the lungs that necessitate supplemental oxygen to maintain adequate oxygen saturations.

18. Attached is an affidavit executed by Gregg E. Strellis, attorney for the plaintiff, JEAN LARSON, in compliance with Minnesota Statutes Section 145.682.

WHEREFORE, plaintiff, JEAN LARSON, demands judgment against the defendant, WALGREENS CO., in compensatory and punitive damages in an amount exceeding Five Million Dollars (\$5,000,000.00), plus costs of this suit.

STRELLIS FIRM, CHARTERED

PLAINTIFF DEMANDS  
TRIAL BY JURY

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